



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
STATE BOARD OF EDUCATION
PUBLIC SCHOOL SYSTEM
P.O. BOX 1370 CK
SAIPAN, MP 96950

**EXHIBIT
B**



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NEW CERTIFIED CONTRACT AGREEMENT

Please fill out this section if you have decided **TO SIGN** a new contract.

Pursuant to CNMI Public Law 10-35 I, _____ have been provided a new PSS contract which reflects the salary structure contained in that law and a copy of PSS's new Personnel Regulations for Certified Personnel. I understand that it is my choice to either sign or not sign this new contract and that I will lose any housing benefits I may have been entitled to by signing this new contract. I have reviewed the contract and regulations and agree to sign the new contract in order to be paid at the higher salary rate contained in Public Law 10-35.

Signature

Date

=====

Please fill out this section if you have decided **NOT TO SIGN** a new contract.

Pursuant to CNMI Public Law 10-35 I, _____ have been provided a new PSS contract which reflects the salary structure contained in that law and a copy of PSS's new Personnel Regulations for Certified Personnel. I understand that it is my choice to either sign or not sign this new contract and that I will lose any housing benefits I may have been entitled to by signing this new contract. I have reviewed the contract and regulations and have decided to refuse to sign the new contract. I understand that my refusal will constitute a rejection of the PSS's offer to raise my salary to the levels contained in Public Law 10-35.

Signature

Date

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To: PERSONNEL
From: LISA BLACK
RE.: NEW CONTRACT/Old CONTRACT
DATE: 3/2/97

This is a memo to state at this time I am not ready to sign a new contract. I have several questions which I plan on seeking legal counsel to help me understand.

As I am still on a previous contract which includes housing and have not yet received that, I'd appreciate receiving that soon as it is already the 12th of the month.

I would appreciate a deadline if you ~~had~~ would like to give me one as to the last date I would have to accept the new contract. Until that deadline, I assume I am still within the parameters of my present contract. Thank you!

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Sincerely,
Lisa S. Black



EMPLOYMENT CONTRACT FOR CERTIFIED PERSONNEL

THIS CONTRACT FOR SERVICES is made and entered into upon the execution of the last of all the required signatures to this contract, by and between the **PUBLIC SCHOOL SYSTEM OF THE COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**, P.O. Box 1370, Saipan, MP 96950, a non-profit corporation responsible as the state education agency for pre-school, elementary and secondary education at 1 CMC § 2251, hereinafter referred to as "PSS," and Black, Lisa S., Address: c/o San Antonio Elementary School, Saipan, MP 96950, hereinafter referred to as "Employee."

Terms and Conditions of Employment

1. EMPLOYMENT: PSS hereby employs the Employee to fulfill the duties of the following job classification: Classroom Teacher III. The requirements of this position are described in the attached Job Description, which has been read and is understood by both parties.

- a. Location: These services are to be performed primarily on the island of Saipan.
- b. Compensation Level: The Employee shall receive an annual salary of \$38,646.74 and shall be initially classified at Grade VII, Level 08. ✓
- c. Term: Employment shall commence on the 2nd day of March, 1997 and shall continue to the 28th day of July, 1998. ✓
- d. Retiree Limitation: The Employee is not a CNMI Government retiree who has received retirement benefits from the government. If the Employee is such a retiree, then the maximum number of calendar days of employment per fiscal year must be indicated here for this Contract to be valid: N/A.

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2. OBLIGATIONS: Employee hereby agrees to be responsible for and perform all the acts and duties pertaining to the Employee's employment as a teacher or librarian during the assigned teaching period including, but not limited to, the following:

- a. To teach on a full-time basis, in a faithful and efficient manner, those grades and subjects as are assigned from time to time by PSS through its Commissioner and its subordinates.
- b. To conform to all rules and regulations of the Board of Education.
- c. To make such reports as may be required by the Commissioner of Education or other members of the administrative staff.
- d. To initially qualify, and remain throughout the contract term qualified, for certification as a teacher or librarian, as applicable.
- e. To perform such other and further duties as required by the Commissioner of Education as may be assigned from time to time consistent herewith.

3. EMPLOYEE'S RESUME AND APPLICATION: Employee hereby represents that all the statements made in the Job Application and the Employee's Resume are truthful and accurate. PSS has relied on these statements in making the decision to offer employment and in certifying the Employee. Any material omissions or misstatements will be a ground for termination and for revoking the Employee's certification. The Job Application and Employee Resume are hereby attached and incorporated by this reference into this Contract. In the event that this Contract is for renewal, the Job Application and Employee Resume attached to the Employee's first Employment Contract for Certified Personnel are herein incorporated by reference as though attached hereto unless the Employee chooses to submit and attach either a new Job Application or a new Employee Resume, or both.

4. WORK SCHEDULE: The Employee shall work three hundred eighty (380) days during the contract term as assigned by PSS. It is expected that these days of work shall be performed on weekdays. For other days to qualify, permission must be received in writing in advance from the Human Resources Officer. PSS may, in its sole discretion, assign the Employee

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to a multi-track school year, a conventional school year, or to two school years in immediate succession, of either or both types, during the contract term.

5. COMPENSATION: As compensation for the services to be provided hereunder, Employee shall be paid the total sum stated in § 1(b) per annum for two years, which total sum shall be payable in 52 equal bi-weekly installments. In the event that the Employee is discharged for sufficient and just cause in accordance with the PSS regulations, or shall have such Teacher's or Librarian's certificate suspended or revoked, the Employee shall not be entitled to any compensation from and after such dismissal or certificate suspension.

a. Within-Grade Increase: PSS may, in its sole discretion, grant an approximately 5% within-grade increase, in salary during the second year of this contract if the Employee receives a satisfactory job evaluation for services performed during the first year.

b. Overtime: The Employee shall not be eligible for overtime pay or compensatory time.

Work done by certified personnel is professional in nature and is paid for on a salary basis.

6. RESTRICTION ON HIRING OF CNMI GOVERNMENT RETIREES

AND SUBSTITUTE TEACHERS AND LIBRARIANS: Pursuant to 1 CMC § 8392(c), any person who has retired and received retirement benefits from the Government of the Northern Mariana Islands who is hired by PSS as a teacher cannot be employed for more than sixty (60) calendar days in any fiscal year without forfeiting any retirement benefits. The Employee understands that this Contract does not change that law. In addition, the Regulations for the Public School System Employment of Certified Personnel prohibit substitute teachers and librarians from being employed for more than sixty (60) calendar days in any fiscal year. The Employee understands that this Contract does not change the restriction in the regulations.

a. The following Contract modifications apply to CNMI Government Retirees, Substitute Teachers and Substitute Librarians:

(1) Section 1(b): Compensation shall be paid on a daily basis for each calendar day, or portion of a calendar day in which the Employee is assigned to work. The compensation for one day's work shall be 1/190 of the annual salary listed in § 1(b).

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(2) Section 4: The number of days to be worked shall be determined by the Human Resources Officer up to a maximum number of days per fiscal year as written in § 1(d). Work is assigned on a daily basis.

(3) Section 5: Compensation shall be paid bi-weekly for any week in which work has been assigned and performed. No within grade increases shall be awarded because of the limited nature of this Contract. The Employee shall not be eligible to receive overtime pay or compensatory time leave.

(4) Section 9: No insurance benefits are granted under this Contract, nor are any existing rights to insurance coverage or benefits affected hereby.

(5) Section 10: No right to receive leave is granted under this Contract.

(6) Section 11: There shall be no liquidated damages awarded to PSS in the event of a resignation.

7. WORK ASSIGNMENT: Employee may be assigned by PSS to teach at any school, to teach any grade and to teach any subject matter on the island assigned in § 1(a).

8. RENEWAL: There are no tenured employment positions offered by PSS. This contract is only for the term stated in § 1(c) and no right to renewal is granted, expressly or impliedly, by PSS to the Employee regardless of whether job performance during the contract term is satisfactory. An offer for continued employment is completely within the discretion of PSS. If the Employee wishes to be considered for an additional contract period, then notice should be given to PSS six (6) months in advance of the termination date for consideration.

9. INSURANCE BENEFITS: The Commonwealth government makes available health insurance and life insurance coverage for its employees. These are group policies in which the Employee, at his or her discretion, may wish to participate. Participation is on a shared basis where the employer pays a portion of the insurance premium and the employee pays the remainder. The Commonwealth government permits PSS employees to participate in these group plans. If the Employee chooses to participate, then PSS will contribute to premiums on the same basis as the Commonwealth government contributes for its employees.

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10. LEAVE: An employee who has been employed by PSS for six years or less shall accrue annual leave at the rate of two (2) hours per pay period. An employee who has been employed by PSS for more than six years shall accrue annual leave at the rate of three (3) hours per pay period. The use of annual leave is subject to the conditions set forth by regulation. One hour of unused annual leave will be paid for at the rate of 1/2,080th of Employee's annual salary upon the accumulation of 360 hours of annual leave or upon Employee's separation from PSS. Certified employees are not eligible to receive sick leave.

11. RESIGNATION: The Employee may resign during the term of this contract only if accepted or agreed to by PSS. It is the practice of PSS not to accept any resignation unless or until a satisfactory replacement assumes the Employee's duties.

a. If ~~the~~ Employee abandons or leaves employment during the contract term within the first two years of employment with PSS without the concurrence of PSS, the Employee shall pay Ten percent (10%) of the Employee's annual salary as liquidated damages together with any attorneys' fees or costs incurred by PSS to collect the same. This amount may be withheld from any payments due to the Employee from PSS, including, but not limited to, the final paycheck, lump sum annual leave, or a check for a housing stipend. The parties stipulate and agree that the amount so fixed is a reasonable forecast of just compensation for the harm caused by such breach and the harm caused by the breach is one that is incapable or very difficult of accurate estimation. This liquidated damages provision shall not be construed to grant the Employee the right to resign.

12. OTHER LAWS AND RULES: This Contract is not intended to set forth all of the various duties and obligations of the parties hereto, but rather is made subject to the PSS rules and regulations, as amended from time to time. The Employee has been presented with a copy of the rules and regulations concerning standards of conduct for teachers.

13. SEVERABILITY: The clauses, sentences and parts of this Contract are severable to the extent found to be unlawful or ineffective, by a court of competent jurisdiction, but the illegality or ineffectiveness of any such clause, sentence or part shall not affect any other clause,

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sentence or part of this Contract. Rather, the remaining provisions hereof shall remain in full force and effect.

14. ENTIRE AGREEMENT: This Contract, together with any exhibits or documents identified or referred to herein, such as the job description and the off-island hire terms and conditions (if applicable), contains the entire agreement of the parties with respect to the matters covered herein as of the date of execution hereof, and no other agreement, statement, or promise made by any party, or to any agent of any party, prior to the date of this Contract shall be binding or valid.

15. MODIFICATION: This Contract is not subject to modification except in writing, duly signed by the parties to be charged thereunder.

16. GOVERNING LAW: The laws of the Commonwealth of the Northern Mariana Islands shall govern the validity, construction, and effect of this Contract. Any action brought for the enforcement of this Contract shall be brought in the courts of the Commonwealth of the Northern Mariana Islands only.

17. GRIEVANCE PRIOR TO LAWSUIT: The Employee hereby agrees that prior to filing any legal or equitable claim in court, he or she will first file a grievance with PSS and prosecute it to a conclusion pursuant to Chapter 5 of the PSS rules and regulations for the employment of certified personnel. Furthermore, the Employee agrees to act in good faith in pursuing the grievance remedy. If upon conclusion of the grievance proceedings, the Employee is not satisfied with the determination, then an action at law or equity may be filed in court to remedy the grievance. The Employee understands that this is a limitation on its right to sue and that a lawsuit cannot be filed until complying with this section of the Contract.

18. OFF-ISLAND HIRE: If the Employee's point of hire was outside of the island which is the place of work assignment in § 1(a), then the Off-Island Hire Terms and Conditions of Employment, which must be attached hereto, apply to this Contract.

19. FORMATION OF CONTRACT: This contract form is not valid unless signed by all the parties indicated by the signature blanks. All government signatures must be executed

first. At that time, the Contract form constitutes an offer of employment to the Employee. When the Employee signs the Contract without alteration, a contract of employment is established. Any alteration or modification of this Contract form by the Employee will constitute a rejection of the Contract, regardless of whether or not it is signed by the Employee.

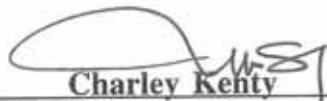
20. MEDICAL EXAMINATION: This offer of employment is tentative. A medical examination will be required before the Employee starts work. If the examination discloses medical conditions that prevent the Employee from successfully performing the essential functions of the job, PSS will attempt to make accommodations to allow the Employee to work. If the examination discloses a medical condition that poses a significant risk of substantial harm to the health or safety of the employee or other people in the workplace, PSS will attempt to make accommodations to allow the Employee to work. In either case, if no reasonable accommodations can be found, or if they cause an undue hardship on PSS, the parties agree that this contract will be void.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Contract on the dates noted by their respective signatures.

HUMAN RESOURCES OFFICER

I hereby certify that this person is qualified for a temporary certificate, that I have received verification of education and teaching experience and a criminal conviction clearance, or their substitute as provided for in the regulations, and that I have correctly classified the Employee and correctly determined the appropriate salary level. This Employee is X is not _____ an Off-Island Hire entitled to benefits under § 18.

Date: 2/18/97

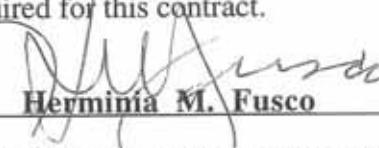


Acting PSS Human Resources Officer

FISCAL AND BUDGET OFFICER

I hereby certify that this position is within the FTE requirement of PSS under the appropriation act of P.L. No. 10-35 and that there are sufficient funds available in Account No. 1020 for the a total obligation of \$41,745.42 required for this contract.

Date: 2/22/97


Herminia M. Fusco

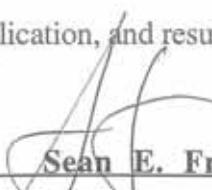
PSS Fiscal and Budget Officer

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LEGAL COUNSEL

I hereby certify that this is the proper contract form for this employment position, that the Commissioner has the legal capacity to execute contracts to employ PSS personnel, that this form has been filled out completely, and that the job description, application, and resume are attached.

Date: 2/21/97

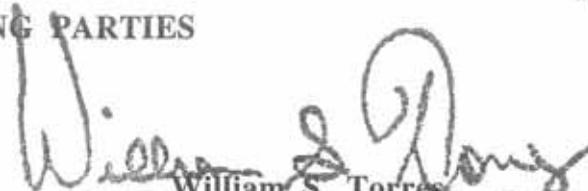

Sean E. Frink

PSS Legal Counsel

CONTRACTING PARTIES

FOR PSS:

Date: 2/25/97


William S. Torres

COMMISSIONER

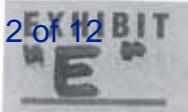
FOR THE EMPLOYEE:

Date: 3/21/97


Lisa S. Black

EMPLOYEE

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STATE BOARD OF EDUCATION
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P.O. BOX 1370 CK
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CHAIRPERSON
MARIA LEE C. TATANDO

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MEMBERS
FRANCIS H. DIAZ
ESTHER S. FLEMING
ANTONIO PELLEGRAZO

PUBLIC SCHOOL TEACHER
DAVID BOQUA

FROM: PUBLIC SCHOOL PERSONNEL
RE: LISA BLACK

ATTACHED REPLY
RECEIVED, A.M.

I have received on this day a memorandum notifying me of the non-renewal of my employment contract with the CNMI Public School System.

Lisa Black
Lisa Black

4/14/98
Date



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